

Q. 40

USEPA SF



1445002

JUL-16-2003 WED 10:02 AM PTSI/FAMM

JUL-16-2003 10:27AM FROM-

QUESTION #40  
85032869794

P. 010/010

T-112 P.010/011 F-486

**RECEIVED**

JUN 11 2008

Environmental  
Cleanup Office

1163589

Hillborn Landfill, Inc.  
3005 SE Winter Bridge, Hillsboro 97123  
Comments? We want to know!  
PLEASE phone: 503-640-9427

TICKET: 604682  
DATE: 07/08/2003  
TIME: 18:33 - 12:51

CUSTOMER: 5150303 / CONLITZ CLEAN SWEEP  
GENERATOR: PN FUELS / PACIFIC NORTH  
SOURCE: MAXN / Portland - Mult Co  
TRUCK: 143  
HAULER: BROTBROS / BROAT BROTHERS  
COMMENT:  
P.O.:  
GROSS: 53120 LBS  
TARE: 23240 LBS  
NET: 29880 LBS  
LICENSE:  
MANIFEST: DAVID MCCLELLAN

COMMODITY	UNIT	QNTY	RATE	PRETAX	TAX	AMOUNT
PCB/PAH CONTAM. SOILS	T	14.94	\$ 36.80	\$ 549.79	\$ 90.00	\$ 639.79

IN OPERATOR: Janelle

DRIVER:

\$ 549.79 + 90.00 = \$ 639.79  
OUT OPERATOR: Janelle

*David McClellan*

JUL-18-2003 10:27AM FROM-

T-112 P.008/011 F-485

RECEIVING RECORD \*\* No. 3023950

RECEIVED BY: Oil Re-Refining Company EPA# WAD980988012 PLANT: PORTLAND  
 4150 N. Suttle Road Phone (503) 288-8352 EMPLOYEE: EAL  
 Portland, OR 97217 Fax (503) 266-5027 PAGE: 1

RECEIVED FROM: Cowlitz Clean Sweep Customer ID# 712  
 55 International Way Phone: 206-428-8318  
 DATE: 07/01/2003 Longview, WA 98632 Driver: MARK

QTY.	UNIT	ITEM	MNF	%H2O	%SOLID	B/L#
55.	GAL.	Used Oil	N	%	%	
	GEN:	PACIFIC TERMINALS				
		PASSED SNIFFER. JOB# P6389.				
5.	GAL.	Oily Solids	N	%	%	
	GEN:	PACIFIC TERMINALS				
		PASSED SNIFFER. JOB# P6389. OILY ROCKS/GRAVEL.				

TOTAL GAL 60.

=====

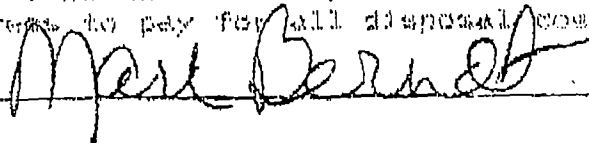
1.	HRS.	Truck Wash Out	N	0.1%	0.2%	0
	GEN:	PACIFIC TERMINALS				
		PASSED SNIFFER. JOB# P6389. WASH OUT BY DRIVER.				

TOTAL HRS 1.

=====

customer warrants that the waste petroleum products being received do not contain any contaminants including, without limitation, pesticides, chlorinated benzenes at total concentrations greater than 1000 ppm, PCB's greater than 1000 ppm, or any other material classified as hazardous waste by 40 CFR part 301, parts C and D implementing the Federal Resource Conservation and Recovery Act or by any State or local hazardous waste classification program. Should laboratory tests find this waste product not in compliance with 40 CFR part 301, customer agrees to pay for all disposal costs incurred.

ned X



DATE: 07/01/2003

RECEIVED BY: Oil Re-Refining Company EPA# WAD980988012 PLANT: PORTLAND  
4150 N. Seattle Road Phone (503) 286-2352 EMPLOYEE: EAL  
Portland, OR 97217 Fax (503) 286-5027 PAGE: 1

RECEIVED FROM: Cowlitz Clean Sweep Customer ID# 711  
55 International Way Phone: 206-423-6316  
DATE: 05/20/2002 Longview, WA 98032 Driver: ERNIE

QTY.	UNIT	ITEM	MNF	XMEQ	%SOLID	B/L#
1.	BRL	Oil Clean Up Material	N	0.2	0.2	
	GEN:	HANGER 53				
		PASSED SNIFFER. JOB# P5904. SPILL RAGS AND FUEL FILTERS.				
1.	BRL	Oil Clean Up Material	N	0.2	%	
	GEN:	HANGER 53				
		PASSED SNIFFER. JOB# P5904.				
TOTAL BRL		2.				
1.	EACH	Truck Wash Out	N	100.2	0.2	
	GEN:	PACIFIC TERMINAL				
		PASSED SNIFFER. PH 7. JOB# P5928. HOT OIL FLOSH.				
3.	EACH	Labor	N	0.2	%	
	GEN:	PACIFIC TERMINAL				
		PASSED SNIFFER. JOB# P5928. HOT OIL FLUSH.				
TOTAL EAC		4.				
105.	GAL.	Bunker Fuel	N	0.2	%	
	GEN:	PACIFIC TERMINAL				
		PASSED SNIFFER. JOB# P5928.				
TOTAL GAL		105.				

Customer warrants that the waste petroleum products being received do not contain any contaminants including, without limitation, pesticides, chlorinated solvents at total concentrations greater than 1000 PPM, PCB's greater than 2 PPM, or any other material classified as hazardous waste by 40 CFR part 261, Subparts C and D (implementing the Federal Resource Conservation and Recovery Act) or by any State or local hazardous waste classification program. Should laboratory testing find this waste product not in compliance with 40 CFR part 261 customer agrees to pay for all disposal costs incurred.

Signed Ernie O. H. DATE: 05/20/2002

MAY 22, 2002 2:54PM

TPS TECHNOLOGIES

NO. 223

P. 2

## TPS Technologies Soil Recycling

P 5928

Non-Hazardous Soils

Date of Shipment 5/22/02	Responsible for Payment Generator	Transporter Truck # Hickman	Facility # A09	Given by TPS: 07070	Load # 003
Generator's Name and Billing Address: PACIFIC TERMINALS INC. 7900 NW ST HELENS RD  PORTLAND, OR 97210		Generator's Phone #: (206) 938-6806		Generator's US EPA ID No.	
		Person to Contact: BOB ROBERTSON			
		FAX #: (206) 938-6501		Customer Account Number with TPS: SPACER	
Consultant's Name and Billing Address:		Consultant's Phone #:			
		Person to Contact:			
		FAX #:		Customer Account Number with TPS:	
Generation Site (Transport from): (name & address) PACIFIC TERMINALS INC. 7900 NW ST HELENS RD  PORTLAND, OR 97210		Site Phone #: (206) 938-6806		HTEX Levels	
		Person to Contact: BOB ROBERTSON		ITH Levels	
		FAX #: (206) 938-6501		AVG. Levels	
Designated Facility (Transport to): (name & address) TPST SOIL RECYCLERS OF OREGON 9333 N HARBOR GATE STREET  PORTLAND, OR 97203		Facility Phone #: 503-735-9525		Facility Permit Numbers	
		Person to Contact: SHARON QUAST			
		FAX #: 503-240-1712			
Transporter Name and Billing Address: COWLITZ CLEAN SWEEP 55 INTERNATIONAL WAY  LONGVIEW, WA 98632		Transporter's Phone #: (360) 423-6316		Transporter's US EPA ID No.:	
		Person to Contact: SCOTT GILFILLAM		Transporter's DOT No.:	
		FAX #: (360) 423-3409		Customer Account Number with TPS:	

Description of Soil	Moisture Content	Contaminated by:	Approx. Qty.	Description of Delivery	Gross Weight	Tare Weight	Net Weight
Sand <input type="checkbox"/> Organic <input type="checkbox"/>	0 - 10% <input type="checkbox"/>	Gas <input type="checkbox"/>					
Clay <input type="checkbox"/> Other <input type="checkbox"/>	10 - 20% <input type="checkbox"/>	Diesel <input type="checkbox"/>					
	20% - over <input type="checkbox"/>	Other <input type="checkbox"/>					
Sand <input type="checkbox"/> Organic <input type="checkbox"/>	0 - 10% <input type="checkbox"/>	Gas <input type="checkbox"/>			87900	3816	
Clay <input type="checkbox"/> Other <input type="checkbox"/>	10 - 20% <input type="checkbox"/>	Diesel <input type="checkbox"/>					
	20% - over <input type="checkbox"/>	Other <input type="checkbox"/>			149740	24	

List any exception to items listed above:

Generator's and/or consultant's certification: I/We certify that the soil referenced herein is taken entirely from those soils described in the Soil Data Sheet completed and certified by me/us for the Generation Site shown above and nothing has been added or done to such soil that would alter it in any way.

Print or Type Name: Generator ☐ Consultant ☐ Signature and date: Month Day Year

Transporter's certification: I/We acknowledge receipt of the soil described above and certify that each soil is being delivered in exactly the same condition as when received. I/We further certify that this soil is being directly transported from the Generation Site to the Designated Facility without off-loading, adding to, subtracting from or in any way delaying delivery to such site.

Print or Type Name: Signature and date: Month Day Year

Discrepancies: 5 22 02

Recycling Facility certifies the receipt of the soil covered by this manifest except as noted above:

Print or Type Name: Signature and date:

SHARON QUAST / JULI BENT

TPS FACILITY COPY



# TPST SOIL RECYCLERS OF OREGON

9333 N. Harborage Street Portland, OR 97203

OR026176

## WEIGHMASTER CERTIFICATE - LICENSE #68636

THIS IS TO CERTIFY that the following described soil commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, as prescribed by the Division of Measurement Standards of the Oregon Department of Agriculture.

Manifest # A09 -07E7E -002

05/22/02

### Generator Site Information

PACIFIC TERMINALS INC.

7900 NW ST HELENS RD

PORTLAND, OR 97210

USA

### Facility Information

TPST SOIL RECYCLERS OF OREGON

9333 N HARBORCATE STREET

PORTLAND, OR 97203

USA

0 IN ---> 12:32:51pm

0 OIR ---> 12:34:45pm

Gross Wt: 88,620 LBS 44.31 TONS Manual Wt

Tare Wt: 38,180 19.09 Manual Wt

HET WT: 50,440 25.22

TRANSPORTER/DRIVER:

HECKMAN/SCHLHAAS

Weighmaster

LONGVIEW, WA 98632

USA

FAX # (360) 423-3409

Customer Account Number with TPS:

Description of Soil	Moisture Content	Contaminated by:	Approx. Qty:	Description of Delivery	Gross Weight	Tare Weight	Net Weight
Sand <input type="checkbox"/> Organic <input type="checkbox"/> Clay <input type="checkbox"/> Other <input type="checkbox"/>	0-10% <input type="checkbox"/> 10-20% <input type="checkbox"/> 20%+ over <input type="checkbox"/>	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Other <input type="checkbox"/>			88620	38180	
Sand <input type="checkbox"/> Organic <input type="checkbox"/> Clay <input type="checkbox"/> Other <input type="checkbox"/>	0-10% <input type="checkbox"/> 10-20% <input type="checkbox"/> 20%+ over <input type="checkbox"/>	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Other <input type="checkbox"/>			50440	25.22	

List any exception to items listed above:

Generator's and/or consultant's certification: I/We certify that the soil referenced herein is taken entirely from those soils described in the Soil Data Sheet completed and certified by me/us for the Generation Site shown above and nothing has been added or done to such soil that would alter it in any way.

Print or Type Name: Generator ☐ Consultant ☐ Signature and date: Month Day Year

Transporter

Transporter's certification: I/We acknowledge receipt of the soil described above and certify that such soil is being delivered in exactly the same condition as when received. I/We further certify that this soil is being directly transported from the Generation Site to the Designated Facility without off-loading, adding to, subtracting from or in any way delaying delivery to such site.

Print or Type Name: Dan & B Schelhaas Signature and date: Month Day Year 5 22 02

Recycling Facility

Discrepancies:

Recycling Facility certifies the receipt of the soil covered by this manifest except as noted above:

Print or Type Name: SHARON QUAST / JULI BENT Signature and date:

Please print or type:

TRANSPORTER'S COPY



# TPST SOIL RECYCLERS OF OREGON

9333 N. Harbortate Street Portland, OR 97203

OR 026175

## WEIGHMASTER CERTIFICATE - LICENSE #68636

THIS IS TO CERTIFY that the following described soil commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, as prescribed by the Division of Measurement Standards of the Oregon Department of Agriculture.

Manifest # A09 -07070 -001

05/22/02

Generator Site Information  
PACIFIC TERMINALS INC.  
7900 NW ST HELENS RD

Facility Information  
TPST SOIL RECYCLERS OF OREGON  
9333 N HARBORGATE STREET

PORTLAND, OR 97210

USA

PORTLAND, OR 97203

USA

			LBS	TONS	
0	IN --->	10:13:37am	Gross Wt: 114,180	57.09	Manual Wt
0	OUT -->	10:19:29am	Tare Wt: 38,160	19.08	Manual Wt
			NET WT: 76,020	38.01	

TRANSPORTER/DRIVER: HECKHAH//SCHELHAAS

Weighmaster

LONGVIEW, WA 98632				US FAX # (360) 423-3409		Customer Account Number with TPS		
Description of Soil		Moisture Content	Contaminated by:	Approx. Qty:	Description of Delivery	Gross Weight	Tare Weight	Net Weight
Sand <input type="checkbox"/>	Organic <input type="checkbox"/>	0-10% <input type="checkbox"/>	Gas <input type="checkbox"/>			114180	38160	
Clay <input type="checkbox"/>	Other <input type="checkbox"/>	10-20% <input type="checkbox"/>	Diesel <input type="checkbox"/>					
		20%-over <input type="checkbox"/>	Other <input type="checkbox"/>					
Sand <input type="checkbox"/>	Organic <input type="checkbox"/>	0-10% <input type="checkbox"/>	Gas <input type="checkbox"/>			76020		38.01
Clay <input type="checkbox"/>	Other <input type="checkbox"/>	10-20% <input type="checkbox"/>	Diesel <input type="checkbox"/>					
		20%-over <input type="checkbox"/>	Other <input type="checkbox"/>					
List any exception to items listed above:								
Generator's and/or consultant's certification: I/We certify that the soil referenced herein is taken entirely from those soils described in the Soil Data Sheet completed and certified by me/us for the Generation Site shown above and nothing has been added or done to such soil that would alter it in any way.								
Print or Type Name		Generator <input type="checkbox"/>	Consultant <input type="checkbox"/>	Signature and date		Month	Day	Year
Transporter	Transporter's certification: I/We acknowledge receipt of the soil described above and certify that such soil is being delivered in exactly the same condition as when received. I/We further certify that this soil is being directly transported from the Generation Site to the Designated Facility without off-loading, adding to, subtracting from or in any way delaying delivery to such site.							
	Print or Type Name		Signature and date		Month	Day	Year	
David B. Schelhaas				5	22	02		
Recycling Facility	Discrepancies							
	Recycling Facility certifies the receipt of the soil covered by this manifest except as noted above.							
Print or Type Name		Signature and date						
SHARON QUAST / JULI BENT								
Issue print facility								

TRANSPORTER'S COPY





THIS IS NOT AN INVOICE

Petroleum Services

Tel. (206) 832-3100 or 1-888-632-3008

60205

EPA ID #WAD058367152

TIN # 91-1578671

24 Hour Emergency Response Line 1-800-424-9300

Bill of Lading

Corporate Office: 7343 E. Marginal Way South, Seattle, WA 98108

Facility Addresses: 3401 Lincoln Avenue, Tacoma, WA 98421

1500 Airport Way South, Seattle, WA 98134

1300 West 12th Street, Vancouver, WA 98660

3808 North Sullivan #N-5, Spokane, WA 99216

Manifest #

Account Name: PACIFIC TERMINAL SERVICESDate: 11/09/01Site Address: 720 NW ST. HELENS

Billing Address:

City: PTSD

City:

State & Zip: OR. 97210

State &amp; Zip:

Driver: 131

Equip No.:

Customer Phone Number: 503-240-3452Customer Contact: TINAP.O. Number: 550Next Service Date: ONE TIME

Qty/Gal	Item	Description	Profile #	Unit Price	Amount
	UO	Used Oil (Not USDOT Regulated)	G02907		
	OW	Oil/Water Mixture (Not USDOT Reg)	G00501		
	WCOOL	Used Machine Coolant	G04710		
	WANTI	Used Anti-Freeze (Recycling)	G04713		
	WPAD	Used Absorbent Pads	G00504		
	OF100	Used Oil Filters (No Gasket) - Crushed	G04714		
	OF300	Used Oil Filters (No Gasket) - Uncrushed	G04715		
	US	Used Solvent (REQUIRES MANIFEST)			
	OWS	Oil/Water Sludge	G04704		
5	WDRUM	Drum Disposal <del>CHARGE</del>		20.00	100.00
	SERV	Service Fee			
	NAF	* Antifreeze, New 100%, 50/50 R/C			
	SOLV	* Solvent			
	PAD	* New Absorbent Pads			
1	TT	* Truck/ Operator Time			\$79.75
5/275		OIL CONTAMINATED SOL/ABSORBENT (GREATER THAN 400 LBS.)		\$190.00	950.00
		Subtotal			
		* Sales Tax ( %)			
		Total			\$1129.75

I hereby declare that the contents of the consignment are fully and accurately described on the above Bill of Lading by proper DOT shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport, by highway according to 49CFR. I further declare that this material is not regulated as a hazardous or dangerous waste nor mixed with a hazardous or dangerous waste regulated under WAC 173-303, or 40 CFR, part 261. Nor does the material contain any detectable quantity of Polychlorinated Biphenyls. General agrees to indemnify and hold harmless Emerald Petroleum Service or its subsidiary harmless for any damages, costs, attorney's, and expert fees arising out of or in any way related to a breach of the above conditions.

Customer Signature: Tina J. [Signature]Date: 11/09/01

CUSTOMER



Chris now #40



WM of Pacific Northwest  
7227 NE 55<sup>th</sup> Avenue  
Portland, OR 97218  
Tel: 503-249-8078  
Fax: 503-493-7824

Commercial  
SERVICE AGREEMENT  
NON-HAZARDOUS WASTES

SIC Code \_\_\_\_\_  
Type of Business \_\_\_\_\_

RECEIVED

JUN 11 2008

Environmental  
Cleanup Office

WM AGREEMENT# -10/24/2007-  
CUSTOMER ACCT# 574-2242  
ACCT. NAME PACIFIC TERMINAL SERVICES INC  
SERV. ADDR 7900 NW ST HELENS RD  
CITY, ST, Zip PORTLAND, OR  
COUNTY/Parish  
TEL # FAX  
CONTACT  
E-MAIL

REASON CODE  
EFFECTIVE DATE 11/1/0007  
BILL. NAME PACIFIC TERMINAL SERVICES INC  
BILL. ADOR PO BOX 24005  
CITY, ST, Zip SEATTLE, WA 98124-0005  
COUNTY/Parish  
TEL # FAX  
CONTACT  
E-MAIL

EQUIPMENT / SERVICE SPECIFICATIONS

NEW	Loc.	Sys	Qty	Size	Lids	Whis	Lock	Frsg	OC	Schedule & Route No.							Charge(s)*
										M	T	W	Th	F	S	S	
Trash	181	1	8	yard				wkly					X				374.04 /mth.
recycle	VFY	1	5	yard				wkly				X					18.50 \$ /mth.
																	\$ /mth.
																	\$ /mth.

Enter Map Code/ Driver Notes/Cross Roads/Container Description Here

Total \$ /Mth.

OLD	Log.	Sys	Qty	Size	Lids	Whis	Lock	Frsg	OC	Schedule & Route No.							Charge(s)*
										M	T	W	Th	F	S	S	
																	\$ /mth.
																	\$ /mth.
																	\$ /mth.
																	\$ /mth.

Add Special Instructions and Set Up Comments

\* A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on our website at [www.wm.com](http://www.wm.com).

Total \$ /Mth.

Net Change \$ /Mth.

Enter Special Instructions Here

Add \$ 50.00 off next invoice!

CUSTOMER DEPOSIT	\$	TERM	36 months
P.O. NUMBER			
JOB NUMBER		BILL TO ACCT #	
RECEIPT REQUIRED?	[ ] (Yes/No)	DISPOSAL SITE	
TAXABLE	[ ] (Yes/No)		

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

-TERMS: DUE UPON RECEIPT-

CUSTOMER	
AUTHORIZED SIGNATURE	<i>[Signature]</i>
TITLE	GENERAL MANAGER
NAME (PRINT OR TYPE)	KEVIN BURMAN
COMPANY	PTE
AUTHORIZED SIGNATURE	Tiffany Nelson <i>[Signature]</i>
TERRITORY #	210
DATE	11/28/07
DATE	10/24/2007

SCHEDULE OF CHARGES AS REQUIRED *	
Container Usage Fee	\$
Locks	\$5.00/Month
	\$ install
Overage Charge	\$ /yard, min 2 yard charge
Extra Pickup Charges	*****
Per Lift	\$
Per Yard	\$
Delivery Charge	\$35.00
Container Exchange Charge	\$35.00
Trip Charge (Unable to Service)	\$35.00
Removal Fee	\$35.00
Customer Service Assisted Payment Charge	\$10.00
	\$
	\$
	\$



**SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

**Collection Service Agreement  
Terms and Conditions**

**1. SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle as of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

**2. TERM.** The Initial term ("Term") of this Agreement is thirty six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of thirty-six (36) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

**3. SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

**4. CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Company may increase the charges: to address any increase in or to recoup all or any portion of, fuel or environmental compliance costs; to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases in disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received verbally, in writing, by payment of the invoice or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Our Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

**5. CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. If Customer changes its service address during this term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

**6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment by the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's

provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

**7. LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) If the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) If the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) If the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) If the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

**8. INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

**9. RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**10. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.